

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TENNESSEE  
AT GREENEVILLE DIVISION**

UNITED STATES OF AMERICA, )  
                                )  
Plaintiff,                 )  
                                ) Civil No. 2:19-CV-204  
v.                         ) Judges  
                                )  
REAL PROPERTY LOCATED AT )  
224 WILTSHERE DRIVE,     )  
GRAY, TENNESSEE,           )  
                                )  
Defendant.                 )

**VERIFIED COMPLAINT FOR FORFEITURE IN REM**

Comes now the plaintiff, United States of America, by and through its attorneys, J. Douglas Overbey, United States Attorney for the Eastern District of Tennessee, and Gretchen Mohr, Assistant United States Attorney, and brings this complaint and alleges as follows in accordance with Rule G(2) of the Federal Rules of Civil Procedure, Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions.

**NATURE OF THE ACTION**

1. In this *in rem* civil action, the United States of America seeks forfeiture of real property having a mailing address of 224 Wiltshire Drive, Gray, Tennessee, with all appurtenances, improvements, and attachments thereon, owned by JEREMY M. FAIRBANKS and more particularly described below.
2. The United States of America seeks forfeiture of the defendant property pursuant to 18 U.S.C. § 981(a)(1)(D), which authorizes forfeiture of any property, real or personal, which represents or is traceable to the gross receipts obtained, directly or indirectly, from a violation of 18 U.S.C. § 1343.

**DEFENDANT PROPERTY IN REM**

3. The defendant property, with all appurtenances, improvements, and attachments thereon, is located in the Eastern District of Tennessee, having a mailing address of 224 Wiltshire Drive, Gray, Tennessee, with all appurtenances, improvements, and attachments thereon, owned by JEREMY M. FAIRBANKS and more particularly described as follows:

Situated within the Eleventh (11th) Civil District of Washington County, Tennessee, more particularly bounded and described as follows, to-wit:

BEING all of Lot 11, Wiltshire Subdivision, Phase 1, as shown on a plat of record in the Register's Office for Washington County, Tennessee at Jonesborough, in Plat Book 14, Page 57, to which reference is here made for a more complete description of said lot.

AND BEING the same property as conveyed to David-Peaks and wife, Lutricia Peaks by Warranty Deed dated June 09, 2017, from Deanna Cole, unmarried, of record in the Register's Office for Washington County, Tennessee, in Roll 930, Image 2709.

For further reference see Warranty Deed recorded on May 14, 2019 in Book Number 984, Pages 908-909 in the Register's Office for Washington County, Tennessee,

(hereinafter "defendant property").

4. The defendant real property has not been seized but it is within the jurisdiction of the Court pursuant to 28 U.S.C. § 1335(b)(1)(A). The United States does not request authority from the Court to seize the defendant real property at this time. The United States will, as provided by 18 U.S.C. §§ 985(b)(2) and (c)(1):

- a. post notice of this action and a copy of the Complaint on the defendant property,

- b. serve notice of this action on the record owner of the defendant property, and any other person or entity who may claim an interest in the defendant property, along with a copy of this Complaint,
- c. execute a writ of entry for purposes of conducting an inspection and inventory of the property, and
- d. file a notice of *lis pendens* in the county records of the defendant property status as a defendant in this *in rem* action.

#### **JURISDICTION AND VENUE**

5. Plaintiff brings this action *in rem* in its own right to forfeit and condemn the defendant property. This Court has jurisdiction over an action commenced by the United States under 28 U.S.C. § 1345, and over an action for forfeiture under 28 U.S.C. § 1355(a).

6. This Court has *in rem* jurisdiction over the defendant properties under 28 U.S.C. § 1355(b)(1)(A) because acts or omissions giving rise to the forfeiture of the defendant property occurred in this district.

7. Venue is proper in this district pursuant to 28 U.S.C. § 1355(b)(1)(A), because the acts or omissions giving rise to the forfeiture occurred in this district, and pursuant to 28 U.S.C. § 1395(b) because the defendant property is located in this district.

#### **BASIS FOR FORFEITURE**

8. The United States of America seeks forfeiture of the defendant properties pursuant to 18 U.S.C. § 981(a)(1)(D), which authorizes forfeiture of any property, real or personal, which represents or is traceable to the gross receipts obtained, directly or indirectly, from a violation of 18 U.S.C. § 1343.

9. Pursuant to 18 U.S.C. § 981(f), all right, title and interest in the defendant property became vested in the United States at the time of the acts giving rise to the forfeiture.

### **FACTS**

10. As set forth in detail in the Affidavit of United States Secret Service Agent Thomas Whitehead, the Government's investigation has determined that the defendant property was derived from proceeds traceable to violations of 18 U.S.C. § 1343. The owner of the defendant property, Jeremy M. Fairbanks, committed wire fraud in violation of 18 U.S.C. § 1343 in that he devised and intended to devise a scheme to defraud BM Real Estate Services, Inc. d/b/a Priority Financial Network ("PFN") and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises. The scheme consisted of the defendant, JEREMY M. FAIRBANKS, completing a Form 1003 loan application for a purchase-money mortgage of a property commonly identified as 224 Wiltshire Drive, Gray, Tennessee and making material misrepresentations about his outstanding debt and false and fraudulent declarations about his prior financial history in that loan application and other documents provided at closing. The defendant property is subject to forfeiture to the United States in accordance with 18 U.S.C. § 981(a)(1)(D).

### **CLAIM FOR RELIEF**

Plaintiff repeats and re-alleges each and every allegation set forth in paragraphs 1 through 10 above.

### **PRAYER FOR RELIEF**

Wherefore, the United States of America prays:

- a) Defendant property be condemned and forfeited to the United States of America in accordance with the provisions of law;

- b) Notice of this action be given to all persons known or thought to have an interest in or right against the defendant property;
- c) Plaintiff be awarded its costs in this action and for such other necessary and equitable relief as this Court deems proper.

Respectfully submitted,

J. DOUGLAS OVERBEY  
United States Attorney

By: s/Gretchen Mohr  
GRETCHEN MOHR, NY Bar No. 5064704  
Assistant United States Attorney  
800 Market Street, Suite 211  
Knoxville, Tennessee 37902  
[gretchen.mohr@usdoj.gov](mailto:gretchen.mohr@usdoj.gov)  
(865) 545-4167

**VERIFICATION**

I, Thomas Whitehead, Special Agent, with the United States Secret Service, hereby verifies and declares under penalty of perjury as provided by 28 U.S.C. § 1746, the following:

That I have read the foregoing Verified Complaint *In Rem* and know the contents thereof, and that the matters contained in the Verified Complaint *In Rem* and in the accompanying Affidavit are true to my own knowledge, except that those matters herein stated to be alleged on information and belief and as to those matters I believe them to be true.

The sources of my knowledge and information and the grounds of my belief are from information gathered by law enforcement officers, as well as my investigation of this case with the United States Secret Service.

I hereby verify and declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

Executed this 13th day of November, 2019.

  
\_\_\_\_\_  
Thomas Whitehead  
Special Agent  
United States Secret Service

**AFFIDAVIT IN SUPPORT OF VERIFIED COMPLAINT *IN REM***

I, Thomas Whitehead, United States Secret Service, ("USSS") Special Agent, being duly sworn, states that the following is true and correct to the best of my knowledge:

**Professional Training and Experience of Affiant**

1. I am a Special Agent with the U.S. Secret Service (USSS), currently assigned to the Greeneville Domicile Office, Greeneville, TN. I have been employed as a federal law enforcement agent since February 2003. As a Special Agent, I have been involved with numerous criminal investigations to include counterfeit currency, credit card fraud, bank fraud, access device fraud, identity theft, wire fraud, money laundering and various other crimes. I have executed many arrest, search and seizure warrants in my years as a Special Agent. The following facts are known to me. As a federal agent, I am authorized to investigate violations of the laws of the United States and to execute warrants issued under the authority of the United States. The facts in this affidavit come from information obtained in the course of an ongoing investigation.

**Property for Forfeiture**

2. This affidavit supports the civil forfeiture of real property, with all appurtenances, improvements, and attachments thereon, located at 224 Wiltshire Drive, Gray, Tennessee 37615 ("subject property") and described as follows:

Situated within the Eleventh (11th) Civil District of Washington County, Tennessee, more particularly bounded and described as follows, to-wit:

BEING all of Lot 11, Wiltshire Subdivision, Phase 1, as shown on a plat of record in the Register's Office for Washington County, Tennessee at Jonesborough, in Plat Book 14, Page 57, to which reference is here made for a more complete description of said lot.

AND BEING the same property as conveyed to David-Peaks and wife, Lutricia Peaks by Warranty Deed dated June 09, 2017, from Deanna Cole, unmarried, of record in the Register's Office for Washington County, Tennessee, in Roll 930, Image 2709.

For further reference see Warranty Deed recorded on May 14, 2019 in Book Number 984, Pages 908-909 in the Register's Office for Washington County, Tennessee.

3. Based on the information developed throughout this investigation and set out in this affidavit, I believe the subject property constitutes proceeds traceable to violations of federal laws prohibiting wire fraud, 18 U.S.C. § 1343, and is subject to civil forfeiture pursuant to 18 U.S.C. § 981(a)(1)(D).

**Background Information**

4. The information contained in this affidavit is based on my personal observations, observations of other law enforcement officers, my review of official police and government reports, my review of business records produced by a mortgage broker and a real estate title insurance and closing company, and consultation with other agents involved in the investigation.

5. Because this affidavit is for the limited purpose of supporting a verified complaint, I have not included all facts about the investigation known to me, but only those facts necessary to establish the basis for this civil affidavit.

**PROBABLE CAUSE TO ESTABLISH WIRE FRAUD:**

6. Since July of 2019, I have been participating in the investigation of JEREMY FAIRBANKS ("Fairbanks"). On October 31, 2017, Fairbanks and his prior spouse filed a petition for relief under Chapter 7 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Tennessee, Greeneville Division. I have reviewed their petition and related documents. In their application, they included various schedules and a statement of financial affairs. (*In re Jeremy Michael Fairbanks and Tiffany Fairbanks*, Case No. 2:17-bk-51763-MPP). On the schedules, Fairbanks listed a secured debt that he owed to Mako

International LLC (“Mako”) with an owed balance of \$238,272.29 and collateral securing the debt worth \$60,000.

7. Mako asserted that its debt arose from a construction mortgage loan and subsequent construction draw payments on that loan that Fairbanks obtained through false representations and affirmative fraud dealing with nonexistent improvements to the collateral securing the loan (what ended up being a vacant lot). On January 26, 2018, Mako began an adversary proceeding in the bankruptcy case by filing a complaint that alleged its mortgage debt was an exception to Fairbanks’ discharge in bankruptcy under 11 U.S.C. §§ 523(a)(2) and 523(a)(6). (*Mako International LLC v. Jeremy Michael Fairbanks (In re: Jeremy Michael Fairbanks and Tiffany Fairbanks)*, Adv. Proc. No. 2:18-ap-05004-MPP).

8. On June 12, 2018, Fairbanks and Mako agreed to settle the adversary proceeding and filed a written, signed stipulation with the Bankruptcy Court. In the stipulation, Fairbanks agreed to the following: “(1) Mako shall have a non-dischargeable judgment pursuant to 11 U.S.C. § 523(a)(2)(A) and 523(a)(6) in the amount of \$200,000.00 (the ‘Nondischargeable Amount’); and (2) Defendant shall voluntarily convey to Mako by quitclaim deed any and all rights, title, and interest Defendant owns in the property known as 387 St. Albans Road, Swanton, VT 05488, which property secures the Mako debt.” The Bankruptcy Court approved the stipulation on June 13, 2018, and entered an Agreed Judgment of Nondischargeability. The Bankruptcy Court’s judgment provided, “[T]he sum of \$200,000.00 (the ‘Nondischargeable Amount’) is owed by Defendant to Plaintiff, and the Nondischargeable Amount is hereby excepted from discharge pursuant to 11 U.S.C. § 523(a)(2)(A) and 523(a)(6).” Fairbanks signed his name to the Bankruptcy Court’s Agreed Judgment under a heading that read, “Approved for Entry.”

9. Consequently, as of June 13, 2018, Fairbanks had agreed to convey Mako's collateral back to Mako and had also agreed that he owed Mako a \$200,000.00 debt that was non-dischargeable in bankruptcy. On June 11, 2018, Fairbanks executed a "Warranty Deed in Lieu of Foreclosure" to Mako. That document was executed by Fairbanks' before a Tennessee notary public on June 11, 2018. Between June 13, 2018, and April 5, 2019, Fairbanks made no further payments to Mako.

10. On April 5, 2019, Fairbanks submitted a Uniform Residential Loan Application through a mortgage broker named Bruce Harrington with CNL Enterprises, Inc. requesting a mortgage loan in the amount of \$244,000 to finance the purchase of a residence located at 224 Wiltshire Drive, Gray, TN 37615. The written loan application included Fairbanks's acknowledgement and agreement that "the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in ...criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq."

11. On the application, Fairbanks made a number of materially false representations about his financial history and his existing liabilities. First, he failed to list the Mako debt as one of his liabilities and indicated that his outstanding debts totaled \$39,794—a \$200,000 understatement. Second, Fairbanks falsely stated that he had not "had property foreclosed upon or given title or deed in lieu thereof in the last 7 years," when he had, in fact, conveyed Mako's collateral back to Mako within the past year. Third, Fairbanks falsely claimed that he had not "directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment," when, in fact, Fairbanks had transferred Mako's collateral

back to Mako less than a year earlier and had been subject to a \$200,000 judgment from the Bankruptcy Court. Fourth, Fairbanks falsely claimed that he was not “presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee,” when Fairbanks, in fact, knew that he was delinquent paying Mako’s debt, knew that Mako had sued him to declare that debt non-dischargeable in bankruptcy, and knew that he had agreed to the entry of a judgment determining that he owed Mako \$200,000.

12. BM Real Estate Services, Inc. d/b/a Priority Financial Network (“PFN”), conducted its own underwriting as a correspondent for Deep Haven Mortgage of Fairbanks’s loan application that included the material falsehoods outlined above. PFN ultimately approved the loan, and a closing was set up for Fairbanks’s purchase of the property located at 224 Wiltshire Drive, Gray, Tennessee 37615. The majority of the purchase price was to be provided by a purchase-money mortgage loan from PNF. The closing took place on May 14, 2019, in Kingsport, Tennessee at the offices of Appalachian Title & Abstracting, Inc. According to the business records maintained by Appalachian Title & Abstracting, Inc., Fairbanks personally attended the closing and reviewed and signed a number of documents at the closing. One of the documents was a new copy of Fairbanks’s loan application, which Fairbanks signed and dated. The new copy of the loan application had the same material falsehoods as the original one.

13. Fairbanks also signed a written Loan Quality Initiative Disclosure that contained a written acknowledgement that Fairbanks understood any increase in his outstanding liabilities could result in additional underwriting, an increase in loan pricing, a delay in closing, or denial of his application. In that document, Fairbanks falsely acknowledged that the liabilities listed on his original loan application were correct.

14. Fairbanks likewise signed a Borrower Affidavit in which he falsely stated that “all debt information stated in the original loan application is the only debt I/we have.” Fairbanks similarly signed a Borrower’s Certification and Authorization in which he falsely affirmed that the information about his assets and liabilities on his loan application was “true and complete,” that he “made no misrepresentations in the loan application,” and that he did not “omit any pertinent information.” In that form, Fairbanks also stated that he fully understood “that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make false statements when applying for this mortgage.”

15. Another document Fairbanks signed at the closing was titled, “Mortgage Fraud Acknowledgement.” In it, Fairbanks acknowledged, “Mortgage fraud is investigated by the Federal Bureau of Investigation and is punishable by up to 30 years in federal prison or \$1,000,000 or both. It is illegal for a person to make any false statement regarding …debt.” In that document, Fairbanks also acknowledged that “all information provided … in connection with this loan transaction is not fraudulent or misleading in any way.”

16. One other document Fairbanks signed at closing was titled, “Important Ability-to-Repay Notice.” That document contained a list of what PFN understood to be Fairbanks’s debts. The list did not include the Mako debt. Fairbanks signed the notice and confirmed that his debts and other obligations were consistent with what was listed. He also confirmed that he had not defaulted on any credit accounts, filed for bankruptcy, or had any judgments entered against him by a court, even though less than a year earlier he had agreed to the entry of a judgment by the Bankruptcy Court determining that his \$200,000 debt to Mako was non-dischargeable.

17. The false representations (including the omission of the Mako debt) on Fairbanks’s original loan application and similar documents were material to PFN. Namely,

after PFN received Fairbanks's initial loan application, PFN conducted its underwriting and ultimately approved Fairbanks for a new purchase-money mortgage loan in the amount of \$244,000 at an interest rate and payment terms that accounted for what PFN understood Fairbanks's debts to be. PFN then funded the loan, conditioned upon Fairbanks's execution of the documents outlined above and his acknowledgements and assurances that what he had disclosed as his outstanding debt was accurate. If PFN had known the truth about any one of the individual falsehoods outlined above, PFN would have conducted additional underwriting and would have either required further documentation, denied the loan application, or increased Fairbanks's loan costs due to the increased credit risk Fairbanks posed. The Deep Haven Mortgage underwriting guidelines for its correspondents provided the following:

#### **14.4.14 HOUSING EVENTS**

A Housing Event is any one of the following events listed below:

- Foreclosure
- Deed-in-Lieu
- Short Sale
- Modification
- 1x120 mortgage history

Housing Events must be seasoned for a minimum of 24 months from loan closing. Seasoning of a foreclosure, deed-in-lieu, or short sale is measured from the date of completed sale or final property transfer. The Housing Event must be completed prior to loan closing with no outstanding deficiency balance remaining. For a 120-day mortgage late, seasoning is from the date the mortgage was brought current. Seasoning for a modification is from the date the modification was executed.

If the property was surrendered in a Chapter 7 bankruptcy, the bankruptcy discharge date is used for seasoning. Bankruptcy papers may be required to show the property was surrendered. The foreclosure action is not required to be fully complete.

Thus, the false representations to PFN were material to its decision to approve a mortgage loan.

18. Fairbanks also used, or caused others to use, interstate wire transmissions when executing his scheme. On May 14, 2019, PFN made an interstate wire transfer of the proceeds of

the loan in the amount of \$241,182.61 from its bank, Axos Bank, in San Diego, California, to the bank account of Appalachian Title & Abstracting, Inc. at the Bank of Tennessee in the state of Tennessee. This wire transfer permitted the closing of Fairbanks's purchase to take place.

### **CONCLUSION**

19. Based on the totality of facts and circumstances gathered during the investigation into JEREMY FAIRBANKS, probable cause exists to believe that JEREMY FAIRBANKS committed violations of federal law including wire fraud. Furthermore, I have probable cause to believe the defendant property constitutes proceeds traceable to violations of 18 U.S.C. § 1343 and is subject to civil forfeiture pursuant to 18 U.S.C. § 981(a)(1)(D).

All of the above information is true and correct to the best of my knowledge.

FURTHER, YOUR AFFIANT SAYETH NOT.

  
Thomas R. Whitehead  
Thomas Whitehead  
Special Agent  
United States Secret Service

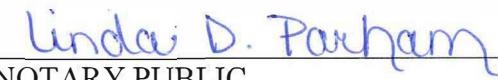
STATE OF TENNESSEE

COUNTY OF GREENE

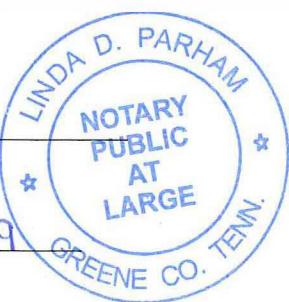
On this 7<sup>th</sup> day of November, 2019, before me, personally appeared Thomas Whitehead, in his capacity as a Special Agent with the United States Secret Service, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

Subscribed to and sworn before me on this this 7<sup>th</sup> day of November, 2019.

  
Linda D. Parham  
NOTARY PUBLIC

My Commission Expires: 12/28/2019



**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

UNITED STATES OF AMERICA

**(b)** County of Residence of First Listed Plaintiff \_\_\_\_\_  
*(EXCEPT IN U.S. PLAINTIFF CASES)*

**(c)** Attorneys (*Firm Name, Address, and Telephone Number*)  
 Gretchen Mohr, NY Bar No. 5064704, Assistant U.S. Attorney  
 800 Market Street, Suite 211; Knoxville, TN 37902  
 gretchen.mohr@usdoj.gov (865) 545-4167

**DEFENDANTS**

REAL PROPERTY AT 224 WILTSIRE DRIVE, GRAY, TN

County of Residence of First Listed Defendant Washington*(IN U.S. PLAINTIFF CASES ONLY)*NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
 THE TRACT OF LAND INVOLVED.Attorneys (*If Known*)**II. BASIS OF JURISDICTION** (*Place an "X" in One Box Only*)

<input checked="" type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i>
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i>

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (*Place an "X" in One Box for Plaintiff and One Box for Defendant*)  
*(For Diversity Cases Only)*

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (*Place an "X" in One Box Only*)Click here for: [Nature of Suit Code Descriptions](#).

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability		<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 330 Federal Employers' Liability		<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 420 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<b>PERSONAL PROPERTY</b>		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 480 Consumer Credit	
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 485 Telephone Consumer Protection Act	
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 490 Cable/Sat TV	
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 850 Securities/Commodities/ Exchange	
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 890 Other Statutory Actions	
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 891 Agricultural Acts	
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	<b>Habeas Corpus:</b>	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 865 RSI (405(g))	
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<b>Other:</b>		
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other		
		<input type="checkbox"/> 550 Civil Rights		
		<input type="checkbox"/> 555 Prison Condition		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		
			FEDERAL TAX SUITS	
			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
			<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
			IMMIGRATION	
			<input type="checkbox"/> 462 Naturalization Application	
			<input type="checkbox"/> 465 Other Immigration Actions	

**V. ORIGIN** (*Place an "X" in One Box Only*)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify) _____	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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Cite the U.S. Civil Statute under which you are filing (*Do not cite jurisdictional statutes unless diversity*):  
 18 U.S.C. § 981(a)(1)(D)Brief description of cause:  
 Forfeiture of real property which represents or is traceable to gross receipts from violations of 18 U.S.C. § 1343.**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION  
UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:  
**JURY DEMAND:**  Yes  No**VIII. RELATED CASE(S)**

IF ANY

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

SIGNATURE OF ATTORNEY OF RECORD

11/14/2019

s/Gretchen Mohr, Assistant U.S. Attorney

FOR OFFICE USE ONLY

RECEIPT #

Case 2:19-cv-00204 Document 1-2 Filed 11/14/19 Page 1 of 1 Page ID #: 16